

Woodward

Woodward City Employees Assn. (Mixed)

7/1/2006 6/30/2008

WOODWARD/CITY EMPLOYEES ASSN. (MIXED)
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City of Woodward
and
Woodward City Employees Association

Contract for the period from July 1, 2006 to June 30, 2008.

A. WOODWARD CITY EMPLOYEE ASSOCIATION

All Association business will be conducted on employees' personal time, except for grievance procedures.

B. GRIEVANCE PROCEDURE AND ARBITRATION

For All Union-Covered Employees

First Step Supervisor (in the absence of supervisor - mayor) and union president.

Second Step Union President and Council

Third Step Mediation

Fourth Step Binding Arbitration

The parties agree that an orderly and expeditious resolution grievance is desirable. Any matter of dispute that may arise between the employer and employee regarding the violation of an expressed provision of this agreement shall be handled in accordance -with the following procedure:

Step 1: Within seven (7) workdays after the occurrence, the employee and/or the Association shall present the written grievance to then supervisor (in the absence of supervisor - mayor or mayor protempore). The grievance shall state the nature of the grievance, shall note the specified clause or clauses violated, and shall list all facts and witnesses as they know them to be and the remedy requested. The Supervisor or mayor / mayor protempore and/or/his/her designee will arrange for a meeting with the employee and/or Association at mutually agreeable time to discuss the grievance. The supervisor or mayor/ mayor protempore will answer the grievance in writing within seven (7) workdays.

Step 2: If the grievance is not resolved in Step 1, within seven (7) workdays after the decision in Step 1, the employee and/or the Association shall then present the written grievance to the Council. The Council will arrange for a meeting with the employee and/or Association, at a mutually agreeable time to discuss the grievance. The Council, will answer the grievance within seven (7) workdays.

Step 3: If the grievance is not resolved in step 2, within fourteen (14) workdays after the decision in step 2, the Association shall present a written grievance to the Public Employment Relations Board and ask for mediations. The mediator will arrange for a meeting with the Council and employee and/or Association at a mutually agreeable time to discuss the grievance.

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Step 4: If no agreement is reached, the grievance may be appealed to arbitration within seven (7) workdays after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting a written notice to the Supervisor or mayor/ mayor pro-temp. Such notice shall specify the sections(s) of the Agreement alleged to have been violated and the remedy requested. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board (PERB) to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible. The parties will toss a coin to determine who strikes the first name. Either party may request a different list at one time. All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in the Article, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not timely answer a grievance at Step 1, 2 or 3, it shall automatically be referred to the next step. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party pays its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, after, ignore, nullify, detract from or add to provision of this agreement. The arbitrator's decision shall be binding on both parties. All grievances and arbitration meetings under the Article are to be held in private and are not open to the public. The time limits at any step in the grievance and arbitration procedures may be extended on a specific case basis, upon written mutual agreement of the Employer and Association.

C. EMPLOYEE PAY POLICIES

1. Full-Time Water, Wastewater, Streets Employees:

Year one (July 1, 2006 - June 30, 2007)

| | |
|--------------------------|---------|
| Water Waste, Water Supt. | \$16.55 |
| Street Supt. | \$16.55 |
| General Worker | \$11.76 |

Doug Morgan \$14.36

Year two (July 1, 2007 - June 30, 2008)

The total percentage increase in compensation paid by the City of Woodward for insurance and wages for contract year 2007-2008 will be two percent (2%). For further details, see Section G (Healthcare benefits) below.

A licensed new employee will be paid the appropriate rate of pay. Evaluations will be implemented six months after job descriptions are completed. All evaluations will be made by the employees' immediate supervisor, or in the absence of an immediate supervisor, by the Mayor. All salary increases will be based on a favorable annual evaluation. If less than a favorable evaluation, employee will be placed on

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probation for a period of six months and will be required to complete a plan of improvement. The employee will be re-evaluated after 6 months.

2. Full-Time Police Officers:

Year one (July 1, 2006 - June 30, 2007)

Police Academy Certified Police Officer \$16.06

Non-certified – 75% of top scale until certified

Year two (July 1, 2007 - June 30, 2008)

The total percentage increase in compensation paid by the City of Woodward for insurance and wages for contract year 2007-2008 will be two percent (2%). For further details, see Section G (Healthcare benefits) below.

City will pay for non-certified to attend the Police Academy with an agreement for the officer to stay for 2 years. If the officer leaves before 2 years, he/she will reimburse the tuition to the city on a pro-rated basis.

All salary increases will be based on a favorable annual evaluation. If less than a favorable evaluation, employee will be placed on probation for a period of 6 months and will be required to complete a plan of improvement. The employee will be re-evaluated after 6 months. All evaluations will be by employee's immediate supervisor or in the absence of an immediate supervisor by the Mayor.

3. Part Time Employees:

Year one (July 1, 2006 - June 30, 2007)

Clerical -- \$7.60

Field Labor -- \$11.14 per hour for Gerald Ritter.

New part time employees will start at a minimum of \$9.42 per hour.

Part time policeman \$15.93 per hour.

Year two (July 1, 2007 - June 30, 2008)

The total percentage increase in compensation paid by the City of Woodward for insurance and wages for contract year 2007-2008 will be two percent (2%). For further details, see Section G (Healthcare benefits) below.

Part Time employees will receive no benefits.

D. SENIORITY

Layoffs of all union-covered employees due to lack of work will be the least tenured unless the senior employee does not have the qualifications and licenses to do the job. A new employee shall have no seniority rights or recourse under the grievance procedure for a probationary period of six (6) months beginning on the date he/she commences work in a full-time position.

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E. OVERTIME.

All union covered employees that are not law enforcement personnel will be paid overtime at a rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of 40 hours per week. Hours worked does not include pay for time not worked, such as sick leave, holidays, or vacation. Comp time may be paid in lieu of overtime computed on the basis of time and one-half for each overtime hour worked. Employees may earn up to 40 hours of comp time before cash payments are required within one fiscal year. All comp time remaining at the end of the fiscal year will be cashed out. Pursuant to the provisions of Section 7(k) of the FLSA, the City of Woodward has established a longer work period than the normal seven-day week for purposes of computing overtime pay for law enforcement personnel. For all union covered employees engaged in the law enforcement, straight time will be paid for hours worked in excess of any scheduled time up to 86 hours in a two week pay period. Overtime compensation will be paid after 86 hours in any pay period. Comp time may be paid in lieu of overtime computed on the basis of time and one-half for each overtime hour worked. Law enforcement employees may earn up to 40 hours of comp time before cash payments are required within one fiscal year. All comp time remaining at the end of the fiscal year will be cashed out at the employee's regular rate of pay.

F. DAY OFF CALL-INS

If a union-covered employee has the day off and is called in to work for an emergency, the employee will receive 1 1/2 times their rate of pay for all time worked. When an employee is called back in, he/she will be paid a minimum of one hours pay.

G. HEALTHCARE BENEFITS

Year one (July 1, 2006 - June 30, 2007): For all union covered employees, the City will pay 99% of the premium of single health plan and 90% of family. The plan and the deductibles will be the same as they were for the 2005-2006 contract year. The premium will be the premium charged by the insurance carrier for this plan, which will be higher than the premium during the 2005-2006 contract year. The premium will adjust to reflect any adjustments in premium made by the insurance carrier during the contract year.

Year two (July 1, 2007 - June 30, 2008): The insurance plan, premiums, deductibles, co-pays, and all other related aspects of insurance coverage will be as determined by the newly created Insurance Committee (see next paragraph). However, the total percentage increase in compensation paid by the City of Woodward for insurance and wages for contract year 2007-2008 will be two percent (2%). This will be calculated on a per-employee basis, such that any reduction in the workforce will reduce the compensation base for the 2% calculation. If the increase in insurance cost to the City of Woodward will exceed 2% in contract year 2007-2008, the wage increase for year 2007-2008 will be less than 2% so that the aggregate increase in

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insurance and wages is no more than 2%. It is possible that, if the Insurance Committee selects an insurance plan with a significantly higher cost, wages will not increase or may even decrease if necessary so that the aggregate increase in insurance and wages for contract year 2007-2008 is no more than 2%.

Insurance Committee: The City and the Association will each elect two (2) representatives to serve on a joint labor-management Insurance Committee charged with the goal of finding a new insurance plan for contract year 2007-8 that will result in reduced insurance costs. The Insurance Committee will meet no less than monthly beginning in January 2006, and must present a recommendation to the City and the Association no later than July 2006 for a change in insurance for contract year 2007-2008. The Insurance Committee must reach its recommendation by a majority vote of the four-member committee. If the Insurance Committee is unable to reach a majority recommendation, the aggregate cost increase to the City for insurance and wages will continue to be capped at 2%. For 2006, the City's two representatives for the Insurance Committee will be Ron Schappaugh and Mike Ramsey for so long as they are able and willing to serve on the Committee.

H. EMPLOYEE PAID TIME OFF

a. *COMPENSATION TIME.*

Comp time for all full time union employees will have a maximum accrual of 40 hours in one fiscal year. Example if an employee has 30 hours on the books and takes 10, leaving him/her with 20 hours, he/she then can earn 20 additional hours.

b. *VACATION LEAVE.*

1. Full-time union employees will receive 2 weeks of vacation after one year, 3 weeks vacation after 4 years, and 4 weeks vacation after 11 year.

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2. For all full time union employees, vacation leave of absence must be taken in the year following the date it is earned. However, an employee may carry one week vacation into the next year, if any vacation time over one week is not taken, it will be forfeited.
3. Vacation time can be taken off in increments of two hours or more, at the option of the employee, with the approval of mayor or department head.

c. *EMERGENCY LEAVE*

1. All union covered employees shall receive up to three (3) days paid emergency leave per contract year due to illness or death in the immediate family, or, upon approval of the Mayor for like circumstances involving a person for whom the employee is primarily responsible. Immediate family shall consist of the following: mother, father, mother-in-law, father-in-law, son, daughter, husband or wife. Leave for emergencies for periods of longer than three (3) days may be granted by the council in special circumstances.
2. All union-covered employees may use up to 40 hours of earned sick leave per year to take care of sick immediate family members. Immediate family members include biological/adopted or step: mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law.

d. *COMPASSION LEAVE*

A full-time union covered employees may be granted up to 3 days compassion leave with pay to arrange for and attend services for the death of the following biological/adopted or step: mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law or father-in-law.

e. *HOLIDAY LEAVE*

All union covered employees shall be granted leave of absence with pay on the following nine (9) designated holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Police officers, water plant operators, and sewage plant operators will be required to work enough time to maintain all critical services to the citizens of the city. When any of the named holidays falls on a Sunday, the leave will be granted on the Monday following that holiday. When any of the named holidays falls on a Saturday, the leave will be granted on the Friday before that holiday. All union employees, when required to work on a holiday, shall be paid two times their normal rate of pay for all hours worked. This will be paid in addition to their holiday pay for the time off.

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f. *LEAVES FOR JURY DUTY*

All union covered employees shall be granted leaves for jury duty with pay. The employee must give the city all pay received for serving, other than reimbursement for necessary travel or personal expenses, for hours, which correspond to their regular work hours. The employee must report back to work during the regular work period if there are at least two (2) hours remaining in the workday.

g. *SICK LEAVE*

Sick leave with pay for all union covered employees shall be granted following completion of the probationary period, or three (3) months, whichever is shorter, at the rate of one and one-fourth (1.25) of a day at the end of each month, which may be accumulated to a maximum of ninety (90) days. Sick leave is granted for the illness of the employee. For any illness exceeding three (3) days, the city may require the employee to consult a physician. Sick leave will be capped at 720 hours.

h. *WORKMEN'S COMPENSATION INJURIES*

All union covered employees may use sick leave to bring weekly pay up to regular pay.

I. EMPLOYEE ALLOWANCES

- a. *UNIFORM/CLOTHING.* All full-time union-covered employees shall be allowed a sum per year to be applied to appropriate uniform/clothing, as follows: Full-time outside field labor \$300.00. Full time policeman \$500.00. Part-time policeman \$250.00 immediate supervisor with approve clothing. Employee must present receipt to receive clothing allowance.
- b. *MILEAGE REIMBURSEMENT.* All union covered city personnel shall be eligible for reimbursement for use of private automobile on city business at \$.32 per mile.
- c. *CONTINUING EDUCATION.* The City will pay expenses for the employee to attend continuing education classes, if deemed necessary by the council, or police training required by the state.

J. SAVINGS CLAUSE

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If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration.

K. CONTRACT PERIOD

This Agreement shall become effective the 1st day July 2006. It shall remain in effect until the 30th day of June 2008.

City of Woodward

Woodward City Employees Association

Ashwin J Patel
City's Representative

Steven C Gundersen
Association Representative

2-22-06
Date

2-22-06
Date

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CITY OF WOODWARD
CONTRACT ADDENDUM
For
CELL PHONE COMPENSATION

The City of Woodward and the Woodward City Employee Association, have agreed to an addendum to the 2006-2008 contract expiring on June 30, 2008. The addendum is for compensation to certain full time city employees for use of personal cell phones.

TERMS OF AGREEMENT:

The City of Woodward agrees to pay a fee of Thirty Dollars (\$30.00) per month to certain full time city employees listed below as compensation for the use of a personal cell phone for city business purposes. This is considered as part of the 2006-2008 contract and will stay in force with the contract until June 30, 2008. As part of the contract, both parties will agree that this item will be bound by all terms and restrictions already outlined in the current contract. Any disputes of this item, will be handled per the 2006-2008 contract rules and regulations.

ELIGIBILITY:

1. Employees eligible for this compensation will include all full time field employees of the city water, sewer, and street departments. This agreement does not cover any other city employees.
2. Employees must maintain a cell phone and have it turned on and available for use by other city employees and for city business during all working hours, and any other times as required by the position in the contract. This may include, but is not limited to weekends, nights, on-call hours, and/or other hours as needed and deemed proper per the employee agreement.

LIMITATIONS:

1. The City of Woodward is not liable for any fees or associated costs of the cell phone other than the \$30.00 per month listed in this agreement.
2. If at any time the cell phone service is disconnected or discontinued by the city employee, the city will prorate the appropriate amount of compensation per month based upon percentage of the month of active service.
3. If there is no cell phone service maintained by the city employee during a particular month, then the employee is not eligible for any compensation.

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4. If any employee's cell phone becomes damaged or destroyed as a result of using or carrying the cell phone while working and/or performing any tasks or duties-for the city, the city will compensate the employee for one-half of the out of pocket expenses for repair or replacement of the cell phone, whichever is the lesser cost.
5. There is no other warranty, promise, or obligation by the city or the city employees other than what is stated and agreed to herein.

ADDENDUM PERIOD:

This Addendum shall become effective July 1, 2006. It shall remain in effect until June 30, 2008. This Addendum is limited to the 2006-2008 contract and shall not be a part of, nor an addendum to, future contracts unless specifically negotiated in future contract negotiations.

Date: 2-22-06

City of Woodward: Ashwin J. Paul

Woodward City Employee's Association: Steven C. Henderson